Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	MONDAY, THE 28TH
	)	
MR. JUSTICE C. MACLEOD	)	DAY OF FEBRUARY, 2022

B E T W E E N:

(Court Seal)

ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC., (c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY

Plaintiffs/Moving Parties

and

CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER, BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH, MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ, SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4, JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15, JOHN DOE 16, JOHN DOE 17, JOHN DOE 18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21, JOHN DOE 22, JOHN DOE 23, JOHN DOE 24, JOHN DOE 25, JOHN DOE 26, JOHN DOE 27, JOHN DOE 28, JOHN DOE 29, JOHN DOE 30, JOHN DOE 31, JOHN DOE 32, JOHN DOE 33, JOHN DOE 34, JOHN DOE 35, JOHN DOE 36, JOHN DOE 37, JOHN DOE 38, JOHN DOE 39, JOHN DOE 40, JOHN DOE 41, JOHN DOE 42, JOHN DOE 43, JOHN DOE 44, JOHN DOE 45, JOHN DOE 46, JOHN DOE 47, JOHN DOE 48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51, JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57, JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2

Defendants/Responding Parties

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(VARYING & EXTENDING MAREVA INJUNCTION)

THIS MOTION, made by the Plaintiffs Zexi Li, Happy Goat Coffee Company Inc., 7983794 CANADA INC. (c.o.b. UNION: LOCAL 613) and Geoffrey Devaney, on their own behalf and on behalf of the proposed classes as defined in the Fresh as Amended Statement of Claim issued February 18, 2022, for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended ("***CJA***"), appointing KSV Restructuring Inc. ("KSV") as escrow agent (in such capacity, the "**Escrow Agent**") of the Escrow Assets (defined below) and for an Order varying and extending this Court's Order of February 17, 2022 granting a Mareva injunction (the "**Mareva Order**") over the assets of the corporate Defendant Freedom 2022 Human Rights and Freedoms ("**Freedom 2022**") as well as the individual Defendants Patrick King, Tamara Lich, Christopher Garrah, Nicholas St. Louis, and Benjamin Dichter (collectively, the "**Individual Mareva Respondents**" and together with Freedom 2022, the "**Mareva Respondents**"), among other relief, was heard this day in Ottawa by videoconference.

ON READING the Motion Record of the Plaintiffs dated February 15, 2022 (Mareva Injunction), the Supplementary Motion Record of the Plaintiffs dated February 16, 2022 (Mareva Injunction), the Motion Record of the Plaintiffs dated February 25, 2022 (Extend Mareva Injunction), the Supplementary Motion Record of the Plaintiffs dated February 26, 2022 (Extend Mareva Injunction), the Factum of the Plaintiffs dated February 25, 2022, the Motion Record of the Mareva Respondents (other than Patrick King) dated February 27, 2022 and with regard to the materials previously filed in support of an earlier injunction ("**Motion Materials**").

AND UPON BEING ADVISED of the consent of the Plaintiffs and the Mareva Respondents Freedom 2022, Tamara Lich, Christopher Garrah, Benjamin Dichter, and Nicholas St. Louis (the "**Escrow Respondents**"), and on no one appearing for Patrick King although duly served in accordance with paragraph 15 of the Mareva Order, and upon being advised of the consent of KSV Restructuring Inc. to act as the Escrow Agent.

Service

1. **THIS COURT ORDERS** that the time for service of the Motion Materials is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

Varying & Extending the Mareva Order

2. **THIS COURT ORDERS** that this Court's Mareva Order is hereby extended to March 9, 2022 or until further order of the Court.

3. **THIS COURT ORDERS** that this Court's Mareva Order is hereby varied in accordance with the terms of this Order.

4. **THIS COURT ORDERS** that the Mareva Order is varied to permit the Escrow Assets (as defined below) to be transferred forthwith to the Escrow Agent (as defined below).

5. **THIS COURT ORDERS** that this Order is without prejudice to the Mareva Respondents' rights to seek to vary or discharge the Mareva Order in accordance with paragraphs 6 or 13 thereof.

6. **THIS COURT ORDERS** that this Order is without prejudice to any person's right to seek to vary this Order or the Mareva Order in accordance with paragraph 13 of the Mareva Order.

Appointment of Escrow Agent

7. **THIS COURT ORDERS** that pursuant to section 101 of the *CJA*, KSV is hereby appointed as an officer of this Court as Escrow Agent over all Escrow Assets (defined below) to exercise the powers, duties and obligations of the Escrow Agent as set out in this Order.

8. **THIS COURT ORDERS** that the Escrow Agent shall:

(a) Forthwith collect, receive and exercise control over the Escrow Assets and any and all proceeds, receipts, and disbursements arising out of or from the Escrow Assets;

(b) Take all steps to receive, preserve, and protect the Escrow Assets, or any part or parts thereof, including, but not limited to, the changing of passwords, private keys, seed word or phrase or security codes and the relocation of Escrow Assets into new accounts or wallets to safeguard them;

(c) Engage such consultants, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time as may be necessary to assist with the exercise of the Escrow Agent's powers and duties, including without limitation those conferred by this Order;

(d) Report to the Escrow Respondents, the Plaintiffs and this Court as to the progress of the fulfillment of the Escrow Agent's power and duties pursuant to this Order.

9. **THIS COURT ORDERS** that the Escrow Agent may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

10. **THIS COURT ORDERS** that the Escrow Agent shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

The Escrow Assets

11. **THIS COURT ORDERS** that the Mareva Order is varied to provide that the following assets shall be transferred or paid into escrow to the Escrow Agent in accordance with the terms of this Order:

(a) Any and all funds held in the bank account of or controlled by the Escrow Respondent, Christopher Garrah, which he has received or is receiving as donations by way of the "Adopt-a-Trucker" website or etransfers by way of the email address donations@adopt-a-trucker.ca;

(b) Any and all digital assets or cryptocurrency that are or were held in the digital wallets listed in paragraph 7 of Schedule "A" to the Mareva Order;

(c) Any and all digital assets or cryptocurrency that are or were held in the digital wallets listed in paragraph 9 of Schedule "A" to the Mareva Order

(collectively subparagraphs 11(a) to (c) are the "**Escrow Assets**").

The Mareva Assets and the Respondents' Assets

12. **THIS COURT ORDERS** that, for the avoidance of doubt:

(a) With the exception of the Escrow Assets, the remaining assets described in Schedule "A" to the Mareva Order (the "**Mareva Assets**") remain subject to the Mareva Order until further Order of the Court; and

(b) Paragraph 11 of the Mareva Order, which requires all banks, financial institutions, money service businesses, fundraising platforms or websites, cryptocurrency exchanges or platforms, or custodians of any cryptocurrency wallets (collectively the "**Intermediaries**") to disclose and deliver up to the Plaintiffs any and all records held by the Intermediary concerning the Mareva Respondents' assets, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held by the Intermediaries (the "**Respondents' Assets**") remains in place. For greater certainty, the disclosure to be provided by the Intermediaries about the Respondents' Assets is not and shall not be limited to information regarding the Mareva Assets.

Christopher Garrah

13. **THIS COURT ORDERS** that Christopher Garrah shall forthwith and by no later than March 9, 2022 take all steps necessary to transfer to the Escrow Agent all funds he has received or is receiving as donations by way of the "Adopt-a-Trucker" website or etransfers by way of the email address donations@adopt-a-trucker.ca.

14. **THIS COURT ORDERS** that Christopher Garrah shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any

and all of the wallets referred to in paragraph 7 of Schedule "A" to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 7 of Schedule "A" have been transferred since the date of the Mareva Order.

Benjamin Dichter

15. **THIS COURT ORDERS** that Benjamin Dichter shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any and all of the wallets referred to in paragraph 9 of Schedule "A" to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 9 of Schedule "A" have been transferred since the date of the Mareva Order.

Nicholas St. Louis

16. **THIS COURT ORDERS** that Nicholas St. Louis shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any and all of the wallets referred to in paragraph 9 of Schedule "A" to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 9 of Schedule "A" have been transferred since the date of the Mareva Order.

Escrow Assets to be held in Escrow

17. **THIS COURT ORDERS** that the Escrow Agent shall hold the Escrow Assets in escrow until the final determination of this action or further order of this Court.

Duty of Cooperation

18. **THIS COURT ORDERS** that any and all persons with notice of this Order, including the Mareva Respondents and any banks, financial institutions, money service businesses, payment processors, fundraising platforms or websites, cryptocurrency exchanges or platforms, and custodians of any cryptocurrency wallets, shall cooperate and provide all reasonable assistance necessary to effect the transfer of Escrow Assets to the Escrow Agent.

19. **THIS COURT ORDERS** that Christopher Garrah, Benjamin Dichter and Nicholas St. Louis shall:

(a) Cooperate with and provide all necessary assistance to the Escrow Agent to effect the transfer of the Escrow Assets to the Escrow Agent;

(b) Cooperate with and provide the Escrow Agent with all assistance necessary to enable the Escrow Agent to carry out the Escrow Agent's duties and obligations pursuant to this Order;

(c) Provide the Plaintiffs and the Escrow Agent with copies of any and all account records or other documentation related to Escrow Assets including all account records or other documentation with respect to the transfer of such funds pursuant to paragraph 13 to 16 above.

(d) Advise the Escrow Agent of all steps taken by them in accordance with their obligations pursuant to paragraphs 13 to 16 above.

Funding of the Escrow Agent

20. **THIS COURT ORDERS** that the Escrow Agent shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, out of the Escrow Assets and that the Escrow Agent shall be entitled to and is hereby granted a charge (the "**Escrow Charge**") on the Escrow Assets, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Escrow's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

21. **THIS COURT ORDERS** that the Escrow Agent shall pass its accounts from time to time, and for this purpose the accounts of the Escrow Agent and its legal counsel are hereby referred to this Court.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Escrow Agent shall be at liberty from time to time to apply reasonable amounts, out of the Escrow Assets in its hands, against its fees and disbursements incurred at the standard rates and charges of the Escrow Agent and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Next Attendance

23. **THIS COURT ORDERS** that the Plaintiffs and the Mareva Respondents shall return to this Court on March 9, 2022 at 2:00 p.m.

24. **THIS COURT ORDERS** that the disclosure in paragraph 7 and the examinations described in paragraph 8 of the Mareva Order shall be scheduled or otherwise addressed by this Court on March 9, 2022 at 2:00 p.m.

25. **THIS COURT ORDERS** that this Order is and shall be immediately in effect upon issuance regardless of whether it has been formally entered.

C. MacLeod RSJ

(Signature of judge, officer or registrar)

ZEXI LI et al.
Plaintiffs

-and-

CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OTTAWA

ORDER
(EXTENSTION OF MAREVA INJUNCTION)

LENCZNER SLAGHT LLP
Barristers
Suite 2600
130 Adelaide Street West
Toronto ON M5H 3P5

Monique J. Jilesen (43092W)
Tel: (416) 865-2926
Email: mjilesen@litigate.com
Madison Robins (70110K)
Tel: (416) 865-3736
Email: mrobins@litigate.com
Sarah Bittman (74913I)
Tel: (416) 865-9673
Email: sbittman@litigate.com
Jessica Kras (77700K)
Tel: (416) 865-3718
Email: jkras@litigate.com

Acting as Agent to Champ & Associates, Counsel for the Plaintiff,
Zexi Li

Email for parties served:

Jane Doe 1: [email]
Jane Doe 2: [email]
Chris Barber: [email]
Norman Groot: ngroot@investigationcounsel.com
Patrick King: patrickking@canada-unity.com
James Bauder: [email]
Brigitte Belton: [email]
Daniel Bulford: [email]
Dale Enns: [email]
Chad Eros: [email]
Miranda Gasior: [email]
Joe Jansen: [email]
Jason LaFace: [email]
Tom Marazzo: [email]
Ryan Mihilewicz: [email]
Sean Tiessen: [email]
Nicholas St. Louis, (a.k.a. @NOBODY CARIBOU): btcdiplomat1@tutanota.com
John Doe 1 to John Doe 60: [email]
Ewa Krajewska: ekrajewska@hhllp.ca
Melissa Adams: melissa.adams@ontario.ca
Catherine A. Lawrence: catherine.lawrence@justice.gc.ca